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2/8/17

LABOR AGREEMENT

BETWEEN

VILLAGE OF PIERMONT

AND

ROCKLAND COUNTY PATROLMEN'S

BENEVOLENT ASSOCIATION, INC.

FOR

PIERMONT POLICE DEPARTMENT

EFFECTIVE JUNE 1, 2016 TO MAY 31, 2020

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This Agreement, made the 3rd day of January 2017 between the Village Board of the Village of Piermont, a municipal corporation of the State of New York with its office and principal place of business at Village Hall, 478 Piermont Avenue, Piermont, New York ("the Village") and the Rockland County Patrolmen's Benevolent Association, Inc. with its principal address at 500 Bradley Hill Road, Blauvelt, New York 10913 ("the Association").

WHEREAS, The Village Board of the Village of Piermont recognizes the Rockland County Patrolmen's Benevolent Association, Inc., as the exclusive bargaining agent for the full and regular part-time members of the Piermont Police Department below the rank of Chief; and

WHEREAS, the negotiating committee designated by the Village and the negotiating committee designated by the Association met and conducted negotiations; and

WHEREAS, the agreement proposed by the negotiating committee has been accepted by the Association and by the Village Board of the Trustees of the Village of Piermont;

NOW THEREFORE, In consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE ONE

ASSOCIATION RIGHTS

a. The Village hereby recognizes the Association as the exclusive bargaining agent for all uniformed police officers employed by the Village. The term "uniformed" police officers, as used in this contract, will not be construed to exclude any officers, if any, assigned to plainclothes duty.

b. The Association will represent all of the uniformed police officers in the Piermont Police Department in negotiations and in settlement of grievances.

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c. The rights herein accorded to the Association will be unchallenged for the longest period allowed by law.

All employees during the term of this Agreement will be entitled to and receive the following:

ARTICLE TWO

HEALTH AND DENTAL INSURANCE

The Village will provide at its own cost and expense, and without cost to the active employees, hospital and medical insurance in accordance with the State-Wide Plan adopted by the Village for the employees. It is understood and agreed that dependents are included in this insurance program.

The Village will provide for all retired employees and their dependents, with 10 years continuous service with the Village, 50% of the cost and expense of hospital and medical insurance or a percentage established by the State-Wide Plan adopted by the Village for active employees, whichever percentage is greater. Notwithstanding the foregoing, employees who retire due to a job-related disability will be entitled to have the Village provide full hospital and medical benefits upon retirement, whether or not the employee has 10 years of continuous service with the Village.

For all employees hired on or after February 28, 2011, in order to be eligible to receive health insurance in retirement from the Village, the Village must be the employee's last public employer prior to retirement, and the employee must maintain health insurance coverage in the Plan between the date of separation, if any, and retirement, in order to receive this benefit.

Notwithstanding the foregoing, the Village will provide, for any employee who has 20 years of service 100% of the cost and expense of hospital and medical insurance in

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accordance with the Statewide Plan, for the retired employee and his/her dependents, during his/her retirement.

If two persons are currently receiving (or are eligible to receive) family health insurance benefits through the Village, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage will not be entitled to the health insurance buyout. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buyout of the individual coverage.

The Village will pay not more than \$900 per employee for the purpose of providing an enhanced Blue Cross/Blue Shield Progressive Dental plan. Additionally, each employee will be entitled to have the Village provide a policy covering both the employee and his/her dependents; however, employees who choose dependent coverage will be obligated to reimburse the Village for 50% of the additional cost of providing coverage for his/her dependents.

Employees may opt out of the Village's health insurance program in whole or in part for periods of a full fiscal year by completing the appropriate form furnished by the Village. Employees opting out of the New York State Health Insurance Plan (NYSHIP) must provide proof of coverage other than through NYSHIP.

An employee opting out the Village's health insurance program in whole or in part will be paid 50% of the premium savings, provided the employee maintains the employee's waiver (remains out) for a full fiscal year. Payments will be subject to all usual payroll deductions and will be made during the first payroll period in the following June.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year, with the provisions of this section taking effect on June 1. Once a waiver

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form has been filed with the Village, the waiver will continue to be in effect from year to year thereafter until the employee elects to reenroll, and the employee will be entitled to the applicable payment for waiver for each full fiscal year the waiver is in effect.

It is understood that, once an employee has waived coverage for a particular fiscal year, the employee may not reinstate coverage for that year except in the event of a qualifying event causing the loss of insurance through another source consistent with the rules and regulations of the Village's flexible spending plan and applicable regulations and/or NYSHIP plan rules. A qualifying event will include loss of employment, or termination of insurance for, a spouse whose employer had provided the alternative insurance. A qualifying event will not include the change of any alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

Reinstatement of coverage for the succeeding year may be made by notifying the Village in writing no later than April 30 to be effective the succeeding fiscal year. This deadline will not apply to reinstatement of insurance upon the occurrence of a qualifying event as provided for in the above paragraphs, but the reinstatement will be subject to whatever requirements or deadlines are imposed by the Village's carrier(s).

In the event that the IRS or a court of competent jurisdiction finally determines that employees not receiving this health insurance declination bonus must declare the value of the bonus not taken as taxable income, then the parties will immediately meet to attempt to modify this provision in a manner that will permit the reinstitution of tax-free status. In the event that this is not possible on terms agreeable to both parties, then this provision and the provision regarding the flexible spending plan will both be declared null and void on the earliest date permitted by law.

ARTICLE THREE

VACATION

Each employee will be entitled to the following vacation credits:

<u>YEARS OF SERVICE</u>	<u>VACATION CREDITS</u>
0-1 Year	10 days
Over 1 Yr. - 5 Yrs.	15 days
Over 5 Yrs. - 8 Yrs.	20 days
Over 8 Yrs. - 14 Yrs.	25 days
Over 14 Yrs. - 25 Yrs.	30 days

For the purpose of calculating vacation credits, "years of service" will include all prior full-time sworn police service in New York State.

The Chief of Police will have full discretion in determining when vacation or portions thereof may be taken.

The Chief of Police will establish the vacation schedule of the Department for the ensuing year as soon as may be practicable after December 31 of any year. Allocation of this time off will be directly related to the workload of the Department and no vacation period will be allowed at any time that will prevent the Department from performing its necessary functions. Years of service will be based on the employee's anniversary date when he/she commenced work.

At the time of termination of employment, an employee will be paid accrued vacation time to the date of termination of employment.

An employee may receive payment in any fiscal year for up to 10 unused vacation days if the employee submits a request in writing to the Village Clerk on at least one payroll period's notice.

ARTICLE FOUR

HOLIDAYS

All employees will be entitled to the following paid holidays or days celebrated as such: a. New Year's Day, b. Labor Day c. Lincoln's Birthday, d. Washington's Birthday, e. Memorial Day, f. Columbus Day, g. Independence Day, h. Election Day, i. Veteran's Day, j. Thanksgiving Day, k. Christmas, l. Martin Luther King Jr. Day, and m. Good Friday. In the event, however, that an employee works on any of these holidays, the employee will be entitled to a day's pay at straight time or compensatory time off. In the event, however, that compensatory time is taken, it will be at the discretion of the Chief of Police.

ARTICLE FIVE

OVERTIME

The Village agrees to pay overtime compensation at time and one-half of the hourly salary for each hour of overtime worked. In the event that an employee's tour is changed without at least 48 hours prior notification, the employee will be compensated at the rate of time and one half the hourly salary for each hour worked during that shift. Minimum call-out will be 3.5 hours.

ARTICLE SIX

SICK LEAVE

All employees will accrue sick leave in accordance with the following schedule:

- a. Sick leave with pay is a privilege rather than a right of the employee.

- b. Sick leave will be authorized in the event of an illness or other physical disability of the employee up to a maximum of 24 days in one calendar year or the extent of accumulated sick leave credits. An employee may also use up to five sick leave days per year in the event of the illness of a member of his/her family.
- c. An employee will earn sick leave credits at the rate of two working days per completed month of continuous service.
- d. Unused sick leave credits may be accumulated up to a maximum of 220 working days. Sick leave credits may be used in hour units or any multiple thereof, but not less than four hours (one-half day).
- e. The employee is responsible for notifying his/her superior each time sick leave is taken and the reason therefore. Advance notification will be given no later than one half-hour after the employee's normal time for reporting for work.
- f. Before absence for personal illness or disability may be charged against accumulated sick leave credits, the Village Board or Police Chief may require proof of illness or disability as the Village Board/the Police Chief may deem satisfactory, or may require the employee to be examined, at the expense of the Village, by the Police Surgeon or by a physician designated by the Village Board.
- g. Failure to provide proper notification, failure to submit proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee did not

justify absence from work, or any other abuse of sick leave privilege, will be a cause for disciplinary action.

- h. The Chief of Police or officer in charge may require an employee who has been absent because of personal illness or disability, prior to and as a condition of his/her return to work, to be examined, at the expense of the Village by the Police Surgeon or by a physician designated by the Village Board, to establish that he/she is not disabled from the performance of his/her normal duties and that his/her return to work will not jeopardize his/her own health and safety or the health and safety of other employees.
- i. At the time of retirement or death of an employee, or in the event the Department is abolished, the employee or his/her beneficiary will, in addition to all other benefits, be paid for all unused accumulated sick leave credits up to 135 days at 100% of the employee's rate of pay at the time of retirement, death or abolishment.
- j. Sick Leave Incentive. For those employees actively employed for the succeeding 12 month period (e.g., not on any leaves of absence, including GML 207-c, workers' comp., military leave, FMLA; etc.), if the employee uses 0 sick leave hours during the period June 1 through May 31, he/she will receive a cash bonus of \$1,000; if the employee uses between 1 and 8 sick leave hours during that period, he/she will receive a cash bonus of \$500; if the employee uses between 9 and 16 sick leave hours during that period, he/she will receive a cash bonus of \$250. The bonus will be paid during the following June.

ARTICLE SEVEN

PERSONAL LEAVE

1. Personal leave is leave with pay for personal business, including religious observance and funerals for members of the immediate family (which will include mother-in-law, and father-in-law), without charge against accumulated vacation or sick leave. All employees are entitled to a total not to exceed seven days in any year.
2. Personal leave days are credited to the employee on the 1st of each fiscal year, and any personal leave unused prior to that date is canceled.
3. Personal leave credits can be used in units of not less than four hours (one-half day).
4. Personal leave may be taken only with prior approval of the Chief of Police. However, employees need not indicate their reasons for using this time.
5. Unused personal leave cannot be liquidated in cash at time of separation, death or retirement.

ARTICLE EIGHT

BEREAVEMENT LEAVE

An employee is entitled to leave with pay for a period of three days for each death of a member of his/her immediate family. The term "immediate family" will include the employee's spouse, the employee's or his/her spouse's parent, grandparent, child, grandchild, brother or sister. The Chief of Police will have the discretion of granting bereavement leave for other relatives or members of the employee's household. Bereavement leave will be in addition to all other leaves granted pursuant to the Agreement.

ARTICLE NINE

SALARY

A. Base Salary Schedule.

The wage scale for all employees will be in accordance with the Schedule attached hereto marked Schedule "A".

B. Longevity.

In addition to the wage provisions in the salary schedule, after an employee has completed three years of service and on the subsequent three year anniversary date, so long as the employee continues in the employ of the Village, he/she will be entitled to an increment in the amount of \$925 on each increment date. Effective June 1, 2017, the increment will be \$950. Effective June 1, 2019, the increment will be \$975. For the purpose of calculating longevity, "years of service" will include all prior full-time sworn police service in New York State.

C. Detective Differential.

An employee designated as detective shall receive a differential, which will be prorated for time served in the assignment, of 7.5% above first grade police officer salary.

D. Night Shift Differential.

Employees regularly assigned to work the steady 12:00 a.m. to 8:00 a.m. tour of duty, or an employee assigned to work in relief of an employee regularly assigned to work that tour of duty, will receive a prorated shift differential of 5% of base salary based on time actually worked in the assignment.

ARTICLE TEN

NO STRIKE

The Association agrees that no employee will engage in a strike and that the

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Association will in no manner, cause, instigate, encourage or condone a strike by any employee. A violation of this provision will be punished in accordance with the provisions of the Public Employees' Fair Employment Act (Civil Service Law Article 14).

ARTICLE ELEVEN

NEGOTIATING COMMITTEE

In the event a member of the Association negotiating committee is scheduled to work a tour of duty when a negotiation session is scheduled, that member will be permitted to attend the negotiation session.

ARTICLE TWELVE

UNIFORMS

Each employee will be provided with uniforms and any replacements at the Village's expense. The Village will provide at its own expense uniform cleaning for all employees.

ARTICLE THIRTEEN

LIFE INSURANCE

The Village will provide at its own cost and expense life insurance to each employee in an amount that will equal at all times at least two times the annual salary of the employee, subject to a maximum coverage of \$100,000 for any employee. This insurance will provide for double indemnity for accidental death or dismemberment.

ARTICLE FOURTEEN

AGENCY SHOP FEE DEDUCTION

The Village agrees to deduct from the salary of all employees who are not members of the Association an amount equivalent to the amount of dues payable to the Association and to deduct from the salaries of all employees who are members of the Association

the amount of dues payable to the Association. The agency shop fee deduction will be made in accordance with the provisions of Civil Service Law Article 14.

ARTICLE FIFTEEN

GRIEVANCE PROCEDURE

In order to maintain a harmonious and cooperative relationship between the Village and the employees, it is hereby declared to be the policy of the Village and of the following procedure to provide for the settlement of differences through orderly grievance procedure, free from coercion, interference, restraint, discrimination or reprisal. All of the provisions of this procedure will be liberally construed for the accomplishment of this purpose.

Basic Standard and Principles

1. Every grievance will be presented in accordance with the procedures prescribed hereunder. A grievance will mean any claim, violation, misinterpretation, or inequitable application of this Agreement or of laws, rules or procedures, regulations, administrative orders, or work rules in the Village or Piermont Police Department, excluding disciplinary-related procedures covered by the Rockland County Police Act.
2. Grievances involving more than one employee (Group Grievances) will be referred to the lowest supervisory level common to all of the aggrieved. These employees, if they so desire, will have the right to be represented by a single representative of their own choosing.
3. The informal resolution of differences prior to initiation of action pursuant to the formal grievance procedure is encouraged and will be the rule rather than the exception.
4. Employees are expected to exhaust every administrative device to settle amicably all differences of opinion. The employee must initiate an action pursuant to this procedure within 120 calendar days after he/she knew of the occurrence of the alleged grievance.

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In the interest of uniform procedure and to expedite handling, an employee will present his/her problem or any grievance through the regular supervisory channels in the following order:

The employee will request an interview with the Chief of Police. The Chief will, within three working days, hold an informal discussion with the employee and make every attempt to arrive at an amicable settlement of the grievance. In the event that the Chief is unable to effect an amicable disposition of the grievance within 10 days, the matter will be referred to the Village Board. The Village Board will sit as a grievance board for all grievances that are referred to them hereunder. All grievances and hearings will be conducted in an informal manner and the Village Board will set a date with all possible haste to hear and resolve the grievance within 30 days and time will be of the essence.

If the Village Board is unable to satisfactorily resolve the grievance within 30 days of the referral of the grievance to the Board, the Association may submit the grievance to arbitration through the Public Employment Relations Board and subject to its rules and regulations concerning the selection of an arbitrator.

The parties shall appoint an arbitrator from the following rotating panel of arbitrators: Howard Edelman, Jay Siegel, Dr. Rosemary Townley. Grievances for which arbitration has been demanded will be submitted to the next available arbitrator on the Panel with the arbitrators listed in alphabetical order. An arbitrator(s) may be removed from the Panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the Panel contains fewer than three names for one or more months, then a party will have the

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unilateral option, on written notice to the other, to replace the Panel for grievances not then pending, for arbitration through the New York State Public Employment Relations Board as specified in the 2005-2008 Agreement.

The decision of the arbitrator will be final and binding upon the parties. The arbitrator will render a decision within 30 days of the close of the hearing. Costs of the arbitrator will be borne equally by both sides.

ARTICLE SIXTEEN

TUITION REIMBURSEMENT

The Village will pay 75% of tuition costs for undergraduate courses and 50% of the tuition costs for graduate courses, relating to police work or fulfilling criminal justice degree requirements upon the employee receiving a passing grade. All courses will be taken by the employee during his/her off duty hours at a State University of New York college, a City University of New York College or any other institute of higher learning located in the Counties of Rockland, Orange, or Westchester in the State of New York or Bergen County in the State of New Jersey.

ARTICLE SEVENTEEN

OPTICAL ALLOWANCE

Each employee will be entitled to \$200 per year for the cost of an optical examination and/or the cost of purchasing or repairing eyeglasses or contact lenses, at the employee's option, for the employee and/or any of his/her dependents.

ARTICLE EIGHTEEN

PERSONNEL FILES AND INFORMATION

No record, report or any information will be placed in an employee's personnel file unless the employee has previously been given a copy of the material. The employee will, within 30 calendar days following notice of the placement of the material in the file, have the right to submit a written response concerning the material, and the response must be attached to the Village's material and kept as part of the personnel file. Additionally, an employee may file a grievance, pursuant to Article 16 of this Agreement, to seek removal of the material, or other appropriate remedy. The Village agrees to instruct its agents and/or employees that no information from the personnel files may be released to any member of the public without a Court Order, the employee's consent or when the Village is required by applicable law. The Village will not release the home addresses and/or home phone numbers of any employee without the employee's consent, or as is required by Court Order.

The Village will remove any material from the employee's personnel file that the employee reasonably deems unfavorable or critical, after a period of 18 months.

ARTICLE NINETEEN

SAVINGS CLAUSE

In the event that any provision of this Agreement is contrary to law, all other provisions of this Agreement will continue in effect.

ARTICLE TWENTY

PAST PRACTICE

No generalized benefit previously enjoyed by the unit or any of its members will be limited solely by the execution of this Agreement. This Agreement will be interpreted in

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accordance with the practices and policies utilized by the parties in the interpretation of prior agreements.

ARTICLE TWENTY-ONE

WORK SCHEDULE

No employee will be assigned to work more than 243 days in any calendar year.

ARTICLE TWENTY-TWO

TERM OF CONTRACT

This contract will be effective from June 1, 2016 until May 31, 2020, or until a new agreement is negotiated or determined pursuant to the Civil Service Law. Unless otherwise provided herein, all provisions of this contract are retroactive to June 1, 2016.

The Village agrees to pay all retroactive compensation due pursuant to this Agreement within 30 days of ratification and approval by the Village Board.

ARTICLE TWENTY-THREE

STATUTORY PROVISION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE TWENTY-FOUR

RETIREMENT

The Village has adopted the provisions of RSSL § 384-e.

ARTICLE TWENTY-FIVE

GENERAL MUNICIPAL LAW SECTION 207-c

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

I. PURPOSE

This procedure is intended to regulate the application for, and the award and/or termination of, benefits pursuant to Section 207-c of the General Municipal Law ("GML 207-c"). It will operate as a waiver of any other procedural rights the Village or the Association and/or its members may have pursuant to GML 207-c regarding the application for, and the award and/or termination of, benefits pursuant to GML Section 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge an arbitration award, as provided herein, pursuant to C.P.L.R. Article 75. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure will supersede the preexisting provision of this procedure.

II. APPLICATION FOR BENEFITS

1. Employees will, within 72 hours of the occurrence, or within 72 hours of when the employee should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") will be made on the Employee Injury Report form.

2. An application will be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee's failure to comply with these reporting obligations will result in the denial of an application for benefits pursuant to this procedure. In the event these requirements cannot be met due to (i) the

employee's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements will be met within 72 hours of the employee's ability to do so, or another time set by the Chief in his/her sole discretion. In these circumstances, the Association or a member of the employee's immediate family may file the application on the employee's behalf, provided that this is accomplished on a timely basis.

3. In addition, an injury report will be completed by the Chief or highest ranking officer on duty and filed in the Chief's Office by the end of the next regular business day following the occurrence.

III. INITIAL APPLICATION FOR GML 207-c BENEFITS

1. The Chief or designee ("the Chief") will have exclusive authority to initially determine the employee's eligibility for benefits pursuant to GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.

2. After filing the application, the employee will submit to one or more medical examinations or inspections ("examinations") as provided by law. The employee will cooperate fully with the designated physician. This will include, but not be limited to, promptly forwarding to the Chief and the Village Board's Office and designated physician all reports, data, records and other information related to the employee's injury. Failure to cooperate may result in information being excluded as specified in paragraph 5 of this Section.

3. The employee will, along with the application for GML 207-c benefits complete, sign and submit to the Village any medical release forms requested by the Village, utilizing the "Employee Medical Waiver" form.

4. The employee will fully cooperate with the Village's designated physician. This

will include, but not be limited to, forwarding to the Village's designated physician all reports, data, records and other information related to the employee's injury.

5. Any reports submitted by either the Village's designated or the employee's doctor/other health care provider ("health care provider(s)") will include the following information: (a) the exact date(s) that the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) what duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph and that is relevant to the report may result in the health care provider's report being disregarded by the Village or the Arbitrator.

6. While a written decision (see Section III(7)) is pending on an application, time off allegedly attributable to the injury giving rise to the claim for GML 207-c benefits will be charged to sick leave or GML 207-c leave based on the Village's preliminary determination at the time the injury report is submitted. The Village will forward a written copy of its preliminary determination to the employee.

7. The Chief will render a written decision on the application for benefits within 30 calendar days after receipt of all necessary information specified above, or 90 calendar days from the date on which the application was submitted, whichever is earlier. A copy of the decision, including an explanation for the decision if it is in the negative, and the Village's designated physician's report(s), including any diagnostic reports referenced in that report, upon which the decision is based, where relevant, will be mailed to the employee, by regular mail and certified mail, return receipt requested, at the address specified in the application.

8. If a decision is made at any time that the employee is eligible for GML 207-c benefits, then the employee will be so categorized. Any leave previously charged to the employee due to the injury will then be charged to GML 207-c leave and the employee will be recredited with any leave that was previously used in lieu of GML 207-c leave. The employee's GML 207-c benefits will continue so long as the employee remains eligible.

9. In the event the employee is not satisfied with the Chief's decision and wishes to appeal it, the employee will file with the Board of Trustees within 30 days of receipt of the decision, or 35 days of the date of the decision, whichever is later, a written demand for arbitration on the GML 207-c claim. The Board will immediately forward a copy of the appeal to the Chief. The demand will state in reasonable detail the basis (bases) for the request to have the decision reviewed. The parties to the arbitration will be the Village and the employee. If the employee so requests, an Association representative may attend the hearing as an observer. There will be a single arbitrator ("the arbitrator") who will be selected in accordance with the Agreement's grievance procedure. All costs billed by the arbitrator will be borne equally by the Village and the employee. All other costs will be paid by the party incurring them; e.g., witnesses, exhibits, transcripts; etc.

10. The arbitrator will have the authority to decide whether the Chief's decision was arbitrary or capricious with regard to the claim of entitlement to GML 207-c benefits. He/she will have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the arbitrator will first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits (see Section III ("INITIAL APPLICATIONS FOR GML 207-c BENEFITS")) or whether the proceeding presents a different

issue that should be decided as outlined below (see Sections IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") and V ("TERMINATION OF BENEFITS/RETURN TO DUTY"). The burdens of production, and proof by a preponderance of the evidence, will be upon the employee, except for hearings involving Section V, where the burdens of production and proof will be upon the Village.

11. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the collective bargaining agreement and the rules. The arbitrator will have no authority to make a decision on any issue not submitted or raised by the parties.

12. The decision and award of the arbitrator will be final and binding on the parties.

IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the employee or the Village alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section III ("INITIAL APPLICATION FOR GML 207-c BENEFITS") will be implemented.

2. The employee will submit to the Village Board's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. If such a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the Village as a GML 207-c injury, then the application for GML 207-c benefits will be granted, provided the Chief or arbitrator otherwise finds the employee entitled to GML 207-c benefits as set forth in Section III(10, 11) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). If no such relationship is found, then the claim will be treated as an initial injury and the matter will be processed pursuant to Section III(1-12)) ("INITIAL APPLICATION FOR

GML 207-c BENEFITS"). The employee will submit to the Village Board's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the care provider. Likewise, the Village will submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the Village intends to rely at the hearing immediately upon receiving same from the care provider.

V. TERMINATION OF BENEFITS/RETURN TO DUTY

1. Upon receipt of a certification from the Village's designated physician, as set forth in Section III(5) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"), that an employee is able to perform all of the duties of his/her position, the Chief may notify the employee of same and/or the proposed termination of his/her GML 207-c benefit. The Chief will notify the employee by serving a written notice of proposed termination, setting forth the effective date thereof, which will be not less than two Village working days from the date of the notice, and enclosing a copy of the physician's certification, upon the employee by regular mail and certified mail, return receipt requested.

2. If the employee disagrees with the Chief's decision, he/she will commence an appeal pursuant to the procedures outlined in Section III(9) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee will submit to the Board's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the Village will submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the Village intends to rely at the hearing immediately upon receiving same from the care provider. If the employee submits, together with the appeal, a medical opinion contradicting the

medical conclusion(s) of the Village's designated physician, the employee's GML 207-c benefits will be continued. Otherwise, the employee will be immediately placed on sick leave status. If more than 60 calendar days elapse from the effective date of the Village's notification to the employee and the final resolution of the dispute, any time in excess of the 60 day period will be charged against the employee's accrued leave time, utilizing sick leave first; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the employee and Village and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled arbitration hearing is adjourned at the request of the Village or the arbitrator, than the 60 day period will be extended to 90 days. In the event that the employee GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision will be reccredited to the employee.

VI. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion will be of no force and effect, but the remainder of this procedure will continue in full force and effect. In this event, either the Association or the Village will have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, will not be given any preclusive effect in any stage of this procedure, but will be admissible as evidence to be given the weight deemed appropriate by the arbitrator.

3. This procedure will take effect on April 1, 2003 and will apply to any claim of

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entitlement to or use of GML 207-c benefits made after that date. In the event a proposed "new" utilization of GML 207-c benefits after this date is based on an injury that allegedly occurred prior to April 1, 2003, the employee will comply with the terms of Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") of this procedure within 30 days after the date of the "new" injury. After the filing of the application form, the claim for utilization of GML 207-c based on a pre-April 1, 2003 injury will be decided in accordance with Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY").

ARTICLE TWENTY-SIX

REASONABLE SUSPICION DRUG & ALCOHOL TESTING

The Village will have the discretion to conduct drug and/or alcohol testing based upon a reasonable suspicion that an employee has used, possessed, sold, delivered or been under the influence of illegal substances and/or drugs and/or alcohol while on duty. The testing of the subject samples will be done in accordance with Article Twenty-Seven.

ARTICLE TWENTY-SEVEN

RANDOM DRUG TESTING

RANDOM DRUG AND REASONABLE SUSPICION DRUG/ALCOHOL TESTING

The following random drug testing procedure will be adopted:

A. Policy

It is the policy of the Village to detect and deter the abuse of alcohol, the use and possession of illegal drugs and the abuse of prescription drugs in the work place. The parties recognize that the use and possession of such substances constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, the purpose of this article is to formalize a Village policy that prohibits the use, possession, sale, delivery or being under

the influence of illegal substances and/or drugs and/or alcohol while on duty.

B. Definitions

1. The term "Drug" will include controlled substances as defined in Section 220.00(5) of the Penal Law, State of New York, steroids and marijuana, as defined in Section 220.00(6).

2. The term "Drug Abuse" will include the use of a controlled substance or marihuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug as determined by the Medical Review Officer designated by the Village.

3. The term "Alcohol Abuse" will be a test result of 0.04 or greater.

4. Random Employee Selection Sheet: A computer-generated list of randomly selected employees identified by employee I.D. numbers.

5. Computer Control Sheet: A computer generated list of all employees contained within the random drug/alcohol test data base.

C. Procedure

1. Employees will be subject to random drug testing. The employee(s) picked will report for testing upon notification if on duty, or on their next working shift.

2. Whenever employees obtain information or suspect that another employee may be abusing drugs or alcohol, they will immediately notify the Chief.

3. Refusal to submit. The refusal by an employee to submit to a drug or alcohol test or the adulteration of such test by the employee pursuant to the provisions of this order may result in immediate suspension and subsequent disciplinary action which may include dismissal from the Village.

4. Testing Procedures

a. Every reasonable effort will be made to maintain employee confidentiality. In order to insure confidentiality and the integrity of the tests, samples will only be taken at the test location by the authorized medical staff. Sample taking will not be conducted, or otherwise interfered with by the Village or any representative of the employee. Samples will never be handled or tampered with by the Village or any representative of the employee. Samples will not be released to anyone, except as authorized in this policy or as required by law, without the individual written consent of the employee.

b. Each employee being tested will present his or her shield and identification card at the test location to ensure proper identification.

c. Each employee being tested may consult with and be accompanied by an Association representative, who may confer with and advise the employee before and after the collection process, but will not participate in or interfere with the process in any way. The representative will be given reasonable advance notice of when the testing will occur so that he or she may attend. However, the collection process will not be delayed because the representative is unavailable.

d. Prior to testing, each employee will list all medications ingested during the preceding 10 days. The employee may also list any supplements, vitamins, herbs, foods or other products ingested during that same period. The list will be sealed in an envelope and the employee's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the Association President or designee.

e. There will be no direct observation of the giving of the urine sample

unless there is reason to believe that the sample may be tampered with, in which event direct observation by an authorized individual of the medical staff is permitted. This individual will be a person of the same gender as the employee providing the sample.

f. Testing will be performed by a laboratory licensed or certified by SAMHSA, HHS. Two separate containers supplied by the testing lab will be prepared by each employee being tested. Each container will have a code number and date of collection affixed. The specimen will be divided into two samples at the time of collection and will be sealed and initialed in the presence of the employee.

g. The laboratory administering the test will assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

h. Initial alcohol screening will be conducted by a breath alcohol technician using an individually-sealed mouthpiece opened and attached to the evidential breath testing device ("EST"). The employee will be asked to blow forcefully into the mouthpiece for at least six seconds, or until the EBT indicates that an adequate amount of breath has been obtained. If the employee states that he/she does not have sufficient air capacity, he/she will be sent immediately for a medical evaluation for verification of the claim. Absence of verification will be considered a refusal. If the result of the screening is an alcohol concentration of greater than 0.04, a confirmation test will be performed between 15 and 20 minutes after the completion of the screening test. Prior to the confirmation test, the EBT will be cleaned and a new mouthpiece will be used. If the first test result is negative, no further testing will be performed. If the confirmation test is negative, the entire test will be deemed negative, and a negative test result will be reported. Samples will be destroyed.

i. Initial drug screening will be by the Enzyme Multiple Immunoassay

Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

j. Each and every positive EMIT test will be confirmed using Gas Chromatography Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report. In order to be defined as a “positive” result, the initial and/or confirmatory test levels must be at or above those set forth in the applicable federal D.O.T. guidelines.

k. Any employee whose test results in a positive report may, within five business days of receiving notification of the result, request in writing to the Chief that the second sample be made available for retesting at the licensed/certified laboratory from a list of laboratories supplied by the Village. The Village will be responsible for all costs and expenses in connection with the retesting. If the retesting results in a negative report, the test will be deemed negative and all samples will be destroyed.

l. Selection of employees to be selected on a random basis will be performed by a computer program which will randomly select the employee number of those to be tested. The random selection of an employee will not result in that employee’s employee number being removed from the selection process.

m. The selection will be made by a laboratory licensed or certified by SAMHSA, HHS and witnessed by a representative designated by the Chief as well as a representative designated by the Association. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

n. The selection process will not be delayed due to the unavailability of the Association representative.

o. An employee selected will be notified and ordered to report for testing.

Employees will not be given any advance notice of randomly scheduled tests. The Association President will be permitted to review the list of employees selected for testing and the computer control sheet after all selected employees have been tested.

p. Employees will not be recalled to duty for random testing on their regularly scheduled days off or if the member is on authorized leave.

q. All random employee selection sheets and corresponding computer control sheets will be maintained in the office of the Chief.

r. An employee will be exempt from a drug test if at the time of selection for that particular test he or she is unavailable due to (i) vacation, (ii) injury, (iii) sickness, (iv) military leave, (v) bereavement leave, or (vi) jury duty.

5. Results of Tests

Employees who are tested will be notified of the results of all drug/alcohol tests and provided a copy of the corresponding test results, as they become available, at no cost to the employee as they become available. If the employee has a drug and alcohol test and intends on introducing the results of that test at his/her disciplinary hearing, the Village will be provided with a copy of the results of the test at no cost and at least 30 days prior to the hearing.

6. Confidentiality

The test results and/or other records released are to be used solely by the Village to carry out its obligations under the drug and alcohol testing policy, administering the contractual procedures, taking appropriate disciplinary action, or where the release is authorized or required by law. For the purpose of administering the policy, they may only be assessed by a Village Trustee if designated for that purpose, the Chief, and the attorney for the Village, and/or their designated medical experts, or others authorized by the attorney for the Village for the

purpose of presenting evidence in disciplinary matters. If release of these records to others is authorized or required by law, the Village will provide written notification to the employee listing the records released and to whom the records were released.

7. Positive Test Results

a. All positive test results will be reviewed and verified by a qualified Medical Review Officer (MRO) designated by the Village. The Medical Review Officer will examine alternate medical explanations for a positive test result. Pursuant to this responsibility, he/she may conduct a medical interview with the employee, who may be accompanied to the interview by an attorney and/or Association representative, review the employee's medical history or review any other relevant biomedical factors. If the MRO objects, the attorney may not sit in during the interview. In this case, the employee may stop the interview at any time for the purpose of consulting the attorney provided that no unreasonable delay results in conducting or continuing the interview. If the employee provides appropriate documentation and/or the MRO determines that there is a legitimate medical use of the prohibited drug or alcohol, or an alternate medical explanation exists, then the test results are reported as negative. A negative test result is not reviewable by the Village.

b. Positive Alcohol Test: Employees who test positive for the use of alcohol, after being interviewed by the MRO, will be relieved of duty. If the BAC test result is less than .1, but .04 or greater, then the non-probationary employee will be directly referred to and immediately enrolled in the Employee Assistance Program, as described in Section XXIII, in lieu of any disciplinary action being taken. If the employee has a BAC of .1 or greater, has a second positive alcohol test, or is a probationary employee, then the Village has the right to discipline that employee up to and including dismissal.

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c. **Positive Drug Test:** Employees who test positive for the use of drugs, after being interviewed by the MRO, will be relieved of duty. The Village retains the right to discipline an employee who tests positive for drug use up to and including dismissal. In the sole discretion of the Village, employees who test positive for the use of drugs who do not have a history of drug abuse may be referred to the EAP.

d. **Discipline For Positive Test Results:** Subject to the restrictions of this policy, the Village has the right to discipline employees who test positive for drug and/or alcohol use.

e. **Voluntary Treatment:** Employees may voluntarily seek treatment at any time before he/she reports to the laboratory for testing. Employees who voluntarily seek treatment for substance abuse under the auspices of the EAP will immediately notify the EAP of their desire to participate in the program. The employee and the representative of the EAP will meet as soon as possible for purposes of discussion on entrance into the program. Any employee who has voluntarily sought treatment will not be subject to any disciplinary action for that reason.

EMPLOYEE ASSISTANCE PLAN

Policy Statement

A. The Employee Assistance Program is provided within the following framework:

1. All records pertaining to the Employee Assistance Program will be kept confidential. No information obtained from or about an employee as a result of his or her participation in the Program will be made available to be used for any purpose unless a "Consent to Release Information" form has been signed by the employee and acknowledged.

2. The Village assures that the decision to seek or not seek assistance through the

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Employee Assistance Program will in no way be detrimental to an employee's job security or advancement opportunities.

3. The Village's sole interest in personal concerns is strictly limited to the effect of the problems on an employee's work performance standards.

4. It is the responsibility of the employee to meet acceptable work performance standards.

5. It is the responsibility of the employee's supervisors to implement this Policy by advising the employee of situations in which they have reason to believe that a referral to an EAP may be appropriate to address issues of concern to the Village. This Program will not be used for disciplinary action of any kind against the employee.

6. Sick leave or salary continuance will be provided in accordance with the Agreement.

ARTICLE TWENTY-EIGHT

FLEXIBLE SPENDING PLAN

An Internal Revenue Code Section 125 flexible spending plan related to health insurance only has been implemented by the Village. Before the plan is utilized by a particular employee, the employee will first agree in writing to indemnify and save the Village harmless against any and all claims and/or liabilities, including attorneys' fees, which may arise out of or by reason of action taken or not taken by the Village for the purposes of complying with this Article.

ARTICLE TWENTY-NINE

REGULAR PART-TIME EMPLOYEES

Regular part-time police officers will be deemed to be members of the bargaining unit. They will be entitled to the hourly salary rate set forth in Schedule "A." In addition to the current

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practices regarding the use of part-time employees, the Village may assign part-time employees to work a regular unsupervised shift where all full-time active employees have been polled pursuant to the existing overtime list and were within a reasonable period of time unwilling to accept the assignment to work the entire shift. Any full-time employee who has worked two consecutive shifts will not be eligible to be polled and/or to work this shift.

IN WITNESS WHEREOF the parties hereto have signed this Agreement the day and the year first above written.

ATTEST:

VILLAGE OF PIERMONT

BY:


CHRISTOPHER SANDERS, MAYOR

ATTEST:

ROCKLAND COUNTY PATROLMEN'S
BENEVOLENT ASSOCIATION, INC.


STEVEN LEUTHNER, PRESIDENT
PIERMONT P.B.A.

BY:


CHRIS KIERNAN, PRESIDENT

2/8/17

SCHEDULE "A"

PAY SCALE FOR THE PIERMONT POLICE DEPARTMENT

JUNE 1, 2016 THROUGH MAY 31, 2020

GRADE	CURRENT	12/1/2016	6/1/2017	6/1/2018	6/1/2019
5	\$54,898	\$57,368	\$57,368	\$57,368	\$57,368
4	\$71,009	\$74,204	\$74,427	\$74,427	\$74,427
3	\$87,121	\$91,041	\$91,314	\$93,597	\$93,597
2	\$103,233	\$107,878	\$108,202	\$110,907	\$113,680
1	\$119,344	\$124,714	\$125,088	\$128,215	\$131,420
SGT	\$137,250	\$143,426	\$143,856	\$147,452	\$151,138
DET	\$128,296	\$134,068	\$134,470	\$137,831	\$141,277
P/T	\$28/hr	\$29/hr	\$30/hr	\$31/hr	\$32/hr